



# **CODE OF CONDUCT**

For members of

**Lincoln Town Deal Board**

# Code of Conduct

## 1 Application

This Code of Conduct applies to you when acting as a member of the Town Deal Board.

The Code is based on the 'Nolan Principles – the seven principles of public life' as set out below:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

## 2 Duty to promote the success of the Lincoln Town Deal Board

A Member must act in the way they consider, in good faith, would be the most likely to promote the success of the Lincoln Town Deal Board for the benefit of Lincoln as a whole. The term 'good faith' allows members freedom to exercise commercial judgement without fear of having the courts interfering with their commercial decisions.

Amongst other matters, within decision making, members must have regard to: -

- The likely consequences of any decision on the Town Deal Board;
- The need to foster the relationships members have with partners, stakeholders and others;
- The impact of the activities on the community and the environment;
- The desirability of the member maintaining a reputation for high standards of conduct.

## 3 Duty to exercise independent judgment

A Member must act independently and with integrity, ensuring that they are always acting in the best interests of the Lincoln Town Deal Board as a whole and are not unlawfully influenced by a third party.

#### **4 Duty to exercise reasonable care, skill and diligence**

A member, must exercise reasonable care, skill and diligence. This means the care, skill and diligence that would be exercised by a reasonable diligent person with: -

- The general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions carried out by the member in relation to the Board of meeting; and
- The general knowledge, skill and experience that the member in question actually has.

#### **5 Duty to avoid conflicts of interest**

Members must avoid situations where they can, or have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Lincoln Town Deal Board.

This applies in particular to the exploitations of any property, information or opportunity. It is immaterial whether the Lincoln Town Deal Board could take advantage of the property, information or opportunity in question.

#### **6 Duty to declare interest in proposed transaction or arrangement**

If members are in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Lincoln Town Deal Board, they must declare the nature and extent of their interest to the other Members. The declaration may (but need not) be made: -

- At a meeting; or
- By written notice to the relevant Board or meeting members.

#### **7 Duty not to accept benefits from third parties**

Members must not accept a benefit from a third party conferred by reason of: -

- Them being a Board member; or
- them doing (or not doing) anything as a Board Member.

A “third party” means a person other than a member, an associated body corporate or a person acting on behalf of the Lincoln Town Deal Board or an associated body corporate.

#### **8 Register of Interests**

As Lead Council for the Town Deal Board, the City of Lincoln Council is required to keep a register of interests for Town Board Members. On becoming a member, or at such times as the City of Lincoln Council may elect, members are required to fill out the attached Register of Interests form held by the City of Lincoln Council and renewed annually.

**Summary of guidance for Members.**

In Summary of the above, as a member you should ensure that at all times you:

1. Act in the Lincoln Town Deal Board’s best interests, taking everything you think relevant into account.
2. Adhere to the Terms of Reference for the Board
3. Are diligent, careful and well-informed about the Lincoln Town Deal Board’s affairs. If they have any special skills or experience, use them.
4. Make sure the relevant Board keeps records of their decisions (where relevant).
5. Remember that they remain responsible for the work they give to others.
6. Avoid situations where their interests’ conflict with those of the Lincoln Town Deal Board. When in doubt, disclose potential conflicts quickly.
7. Seek external advice where necessary.
8. Use the City of Lincoln Council’s communications team for all external communications.

**AGREEMENT**

AS A MEMBER OF THE LINCOLN TOWN DEAL BOARD, I AGREE TO OBSERVE THE GENERAL DUTIES AND OBLIGATIONS SET OUT IN THIS CODE OF CONDUCT.

Signature.....

Name.....

Date.....



**DECLARATION OF INTERESTS**

I, ..... (full name in block capitals) ... am

- (a) A member of Lincoln Town Deal Board and give notice that I have set out below under the appropriate headings my interests. I have put 'none' where I have no such interests under any heading.

As a board member, I declare that I have the following disclosable pecuniary<sup>i</sup> and/or non-pecuniary interests<sup>ii</sup>. ***(Please state 'None' where appropriate, do not leave any boxes blank).***

**NOTIFICATION OF CHANGES OF CIRCUMSTANCES**

Each Member shall review their individual register of interests before each board meeting and decision-making committee meeting where applicable, submitting any necessary revisions to the City of Lincoln Council, as Lead Council and Board Secretary, at the start of the meeting.

Even if a meeting has not taken place a member must, within 28 days of becoming aware of any change to the interests specified below, provide written notification to the City of Lincoln Council of that change.

SECTION 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	DECLARATION
1.1	Name of:  - Your employer(s)	

	<ul style="list-style-type: none"> <li>- Any business carried on by you</li> <li>- Any other role in which you receive remuneration (this includes remunerated roles such as councillors)</li> </ul>	
<b>1.2</b>	Description of employment or business activity	
<b>1.3</b>	The name of any firm in which you are a partner	
<b>1.4</b>	The name of any company for which you are a remunerated director	
<b>SECTION 2</b>	<b>SPONSORSHIP</b>	
<b>2.1</b>	<p>Any financial benefit obtained which is paid as a result of carrying out duties as a Member.</p> <p>This includes any payment of financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a)</p>	
<b>SECTION 3</b>	<b>CONTRACTS</b>	
<b>3.1</b>	Any contract for goods, works or services with the City of Lincoln Council in respect of the Town Deal Programme that has not been fully discharged by any organisation named at 1.1	
<b>3.2</b>	Any contract for goods, works or services entered into by any organisation named at 1.1 where either part is likely to have a commercial interest in the outcome of the business being decided by the Lincoln Town Deal Board in the forthcoming meeting.	

<b>SECTION 4</b>	<b>LAND OR PROPERTY</b>	
4.1	<p>Any beneficial interest you or any organisation listed at 1.1 may have in land or property which is likely to be affected by a decision made by the Lincoln Town Deal Board in the forthcoming meeting.</p> <p>This would include, within the area of the City of Lincoln:</p> <ul style="list-style-type: none"> <li>○ Any beneficial interest in any land in the City of Lincoln areas, including your place(s) of residency</li> </ul> <p>For property interests, please state the first part of the postcode where the property resides. If you own/lease more than one property in a single postcode area, please state this.</p>	
<b>SECTION 5</b>	<b>SECURITIES</b>	
5.1	<p>Any interest in securities of an organisation under 1.1. where: -</p> <ul style="list-style-type: none"> <li>(a) That body (to my knowledge) has a place of business or land in the area of the City of Lincoln ; and</li> <li>(b) Either – <ul style="list-style-type: none"> <li>(i) The total nomination value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</li> <li>(ii) If the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which has a beneficial interest exceeds one hundredth of the total issues share capital of that class.</li> </ul> </li> </ul>	



<b>SECTION 6</b>	<b>GIFTS AND HOSPITALITY</b>	
<b>6.1</b>	Any gifts and/or hospitality received as a result of membership of the Lincoln Town Deal Board (above the value of £50)	

**OTHER INTERESTS**

**Member of Organisations**

I am a member of, or I am in a position of general control, a trustee of, or participate in the management of;

1. Any body to which I have been appointed or nominated by my employer:

2. Any body exercising functions of a public nature (eg school governing body):

3. Any body directed to charitable purposes:

4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union):

5. Any other interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role.

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**BOARD MEMBER’S DECLARATION AND SIGNATURE**

I confirm that having carried out reasonable investigation, the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;

<b>Date</b>	
<b>Member’s Name</b> <i>(Capitals – in full)</i>	
<b>Signature</b>	

**RECEIPT BY CITY OF LINCOLN COUNCIL on behalf of the Lincoln Town Deal Board**

<b>Date received by the City of Lincoln Council</b>	
<b>Signature of City of Lincoln Council Chief Executive</b>	

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<sup>i</sup> For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the [Localism Act 2011](#) and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. A pecuniary interest in a matter is one where there is a reasonable likelihood or expectation of appreciable financial loss or gain

<sup>ii</sup> A Non-Pecuniary interest is any interest which is not listed in the [Schedule to The Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012 \(No.1464\)](#). Non-pecuniary interests do not have a financial or other material component. (They may arise from personal or family relationships or involvement in sporting, social or cultural activities.)